

<i>SERFF Tracking Number:</i>	<i>TRVD-125294915</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>St. Paul Fire and Marine Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026150</i>
<i>Company Tracking Number:</i>	<i>2007-08-0098-GL</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Oil &amp; Gas Program</i>		
<i>Project Name/Number:</i>	<i>Oil &amp; Gas Endorsements Submission/2007-08-0098-GL</i>		

## Filing at a Glance

Companies: St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company

Product Name: Oil & Gas Program	SERFF Tr Num: TRVD-125294915	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: AR-PC-07-026150
Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations	Co Tr Num: 2007-08-0098-GL	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Authors: Carrie Acuna, Carol Letendre	Disposition Date: 11/06/2007
	Date Submitted: 09/20/2007	Disposition Status: Approved
Effective Date Requested (New): 10/22/2007		Effective Date (New):
Effective Date Requested (Renewal): 10/22/2007		Effective Date (Renewal):

## General Information

Project Name: Oil & Gas Endorsements Submission	Status of Filing in Domicile: Authorized
Project Number: 2007-08-0098-GL	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 11/06/2007	
State Status Changed: 09/21/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Oil and Gas new and revised optional endorsements	

## Company and Contact

### Filing Contact Information

Carol Letendre, Senior Regulatory Analyst	CLETENDR@travelers.com
385 Washington Street	(651) 310-7110 [Phone]

SERFF Tracking Number: TRVD-125294915 State: Arkansas  
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150  
Company Tracking Number: 2007-08-0098-GL  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Oil & Gas Program  
Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

St. Paul, MN 55102 (651) 310-4361[FAX]

**Filing Company Information**

St. Paul Fire and Marine Insurance Company	CoCode: 24767	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0406690	

-----

St. Paul Guardian Insurance Company	CoCode: 24775	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0963301	

-----

St. Paul Mercury Insurance Company	CoCode: 24791	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0881659	

-----

SERFF Tracking Number: TRVD-125294915 State: Arkansas  
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150  
Company Tracking Number: 2007-08-0098-GL  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Oil & Gas Program  
Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Fire and Marine Insurance Company	\$50.00	09/20/2007	15733929
St. Paul Guardian Insurance Company	\$0.00	09/20/2007	
St. Paul Mercury Insurance Company	\$0.00	09/20/2007	

SERFF Tracking Number: TRVD-125294915 State: Arkansas

First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150

Company Tracking Number: 2007-08-0098-GL

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Oil & Gas Program

Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/06/2007	11/06/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	10/02/2007	10/02/2007	Carol Letendre	11/06/2007	11/06/2007
Industry						
Response						

SERFF Tracking Number: TRVD-125294915 State: Arkansas  
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150  
Company Tracking Number: 2007-08-0098-GL  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Oil & Gas Program  
Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

## Disposition

Disposition Date: 11/06/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: TRVD-125294915 State: Arkansas

First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150

Company Tracking Number: 2007-08-0098-GL

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Oil & Gas Program

Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AR Filing Letter	Approved	Yes
Supporting Document	GL Index of Forms	Approved	Yes
Form	Failure To Purchase Or Maintain Control Of Well Coverage Exclusion Endorsement – Oil and Gas Commercial General Liability	Approved	Yes
Form	Maritime Operations Endorsement - Oil And Gas Commercial General Liability	Approved	Yes
Form	Maritime Operations Endorsement - Including Described Owned Or Chartered Watercraft - Oil And Gas Commercial General Liability	Approved	Yes
Form	Persons Or Organizations Protected Only For Described Oil Or Gas Wells Limitation Endorsement - Oil And Gas Commercial General Liability	Approved	Yes
Form	Oil And Gas Commercial General Liability Deductibles Endorsement - Deductibles Apply To Damages, Pollution Clean-Up Costs, And Defense Expenses Or Medical Expenses - Certain Limits Are Reduced By Deductible Amounts	Approved	Yes
Form	Pollution Bodily Injury Or Property Damage That Results From Your Products Or Completed Work Limitation Endorsement - Limited Exception For Sudden And Accidental Pollution Incidents Applies - Oil And Gas General Liability	Approved	Yes
Form	Noncumulation Of Each Event Limit Endorsement - Oil And Gas General Liability	Approved	Yes
Form	Subsidence Or Earth Movement Exclusion Endorsement - Oil And Gas Commercial General Liability	Approved	Yes

*SERFF Tracking Number:* TRVD-125294915      *State:* Arkansas  
*First Filing Company:* St. Paul Fire and Marine Insurance Company, ... *State Tracking Number:* AR-PC-07-026150  
*Company Tracking Number:* 2007-08-0098-GL  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence    *Sub-TOI:* 17.0000 Other Liability Sub-TOI Combinations  
*Product Name:* Oil & Gas Program  
*Project Name/Number:* Oil & Gas Endorsements Submission/2007-08-0098-GL

<b>Form</b>	Additional Protected Persons Endorsement - Limited - Persons Or Organizations Required By Written Contract For Insurance - Oil And Gas Commercial General Liability	Approved	Yes
<b>Form</b>	Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations - Oil And Gas Commercial General Liability	Approved	Yes
<b>Form</b>	Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts - Oil And Gas Commercial General Liability	Approved	Yes

SERFF Tracking Number: TRVD-125294915 State: Arkansas  
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150  
Company Tracking Number: 2007-08-0098-GL  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Oil & Gas Program  
Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/02/2007  
Submitted Date 10/02/2007  
Respond By Date

Dear Carol Letendre,

This will acknowledge receipt of the captioned filing.

With reference to Form OG 134 Ed. 5-07, the "Important Note" provision and the next to last paragraph on page 4, second column, are not permissible. The provision states that the insured is "responsible for paying damages...within the deductibles that apply and reduces the applicable each event or each person limit of coverage by the amount...within the deductibles that apply.

You may not have a provision that states that payments made by the insured within the deductible reduces any limit of liability by payments within that deductible, whether it be the aggregate, per claim limit, per event limit, per person limit, or any kind of sub-limit. A deductible is an amount to be borne by the insured and may not reduce a limit of liability paid for by the insured.

Please remove this provision in order for approval of this form.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/06/2007  
Submitted Date 11/06/2007

Dear Edith Roberts,

**Comments:**

## Response 1



*SERFF Tracking Number:* TRVD-125294915 *State:* Arkansas  
*First Filing Company:* St. Paul Fire and Marine Insurance Company, ... *State Tracking Number:* AR-PC-07-026150  
*Company Tracking Number:* 2007-08-0098-GL  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0000 Other Liability Sub-TOI Combinations  
*Product Name:* Oil & Gas Program  
*Project Name/Number:* Oil & Gas Endorsements Submission/2007-08-0098-GL  
**Comments:** Dear Ms. Roberts:

In response to your objection letter dated October 2, 2007, please be advised that wish to withdraw Form OG134 Ed. 5-07 from this filing.

Sincerely,

Carol Letendre

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Carol Letendre, Carrie Acuna

SERFF Tracking Number: TRVD-125294915 State: Arkansas

First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150

Company Tracking Number: 2007-08-0098-GL

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Oil & Gas Program

Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Failure To Purchase Or Maintain Control Of Well Coverage Exclusion Endorsement – Oil and Gas Commercial General Liability	OG069	6-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 OG069, 3-06 Previous Filing #: Dept. Filing #: AR-PC-06-019284; Our Co. Filing #: 2006-03-0115		OG069____ _2007-06-011_.PDF
Approved	Maritime Operations Endorsement - Oil And Gas Commercial General Liability	OG100	7-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 OG100, 1-04 Previous Filing #: Our Co. Filing #: 2006-03-0118		OG100____ _2007-07-011_.PDF
Approved	Maritime Operations Endorsement - Including Described Owned Or Chartered Watercraft - Oil And Gas Commercial General Liability	OG101	7-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 OG101, 1-04 Previous Filing #: Our Co. Filing #: 2006-03-0118		OG101____ _2007-07-01_.PDF
Approved	Persons Or Organizations Protected Only For Described Oil Or Gas Wells Limitation Endorsement - Oil And Gas	OG118	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 OG118, 3-06 Previous Filing #: Dept. Filing #: AR-PC-06-019284; Our Co. Filing #: 2006-03-0115		OG118____ _2006-12-01_.PDF

SERFF Tracking Number: TRVD-125294915 State: Arkansas

First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150

Company Tracking Number: 2007-08-0098-GL

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Oil & Gas Program

Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

Commercial  
General Liability

Approved	Oil And Gas Commercial General Liability Deductibles Endorsement - Deductibles Apply To Damages, Pollution Clean- Up Costs, And Defense Expenses Or Medical Expenses - Certain Limits Are Reduced By Deductible Amounts	OG134	5-07	Endorseme New nt/Amendm ent/Condi tions	0.00	OG134____ _2007-05- 01____.PDF
Approved	Pollution Bodily Injury Or Property Damage That Results From Your Products Or Completed Work Limitation Endorsement - Limited Exception For Sudden And Accidental Pollution Incidents Applies - Oil And Gas General Liability	OG135	7-07	Endorseme New nt/Amendm ent/Condi tions	0.00	OG135____ _2007-07- 01____.PDF
Approved	Noncumulation Of Each Event Limit	OG136	7-07	Endorseme New nt/Amendm ent/Condi	0.00	OG136____ _2007-07- 01____.PDF

SERFF Tracking Number: TRVD-125294915 State: Arkansas

First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150

Company Tracking Number: 2007-08-0098-GL

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Oil & Gas Program

Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

	Endorsement - Oil And Gas General Liability			ons		
Approved	Subsidence Or Earth Movement Exclusion Endorsement - Oil And Gas Commercial General Liability	OG137	7-07	Endorseme New nt/Amendm ent/Condi ons	0.00	OG137____ _2007-07- 01____.PDF
Approved	Additional Protected Persons Endorsement - Limited - Persons Or Organizations Required By Written Contract For Insurance - Oil And Gas Commercial General Liability	OG138	7-07	Endorseme New nt/Amendm ent/Condi ons	0.00	OG138____ _2007-07- 01____.PDF
Approved	Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations - Oil And Gas Commercial General Liability	OG139	7-07	Endorseme New nt/Amendm ent/Condi ons	0.00	OG139____ _2007-07- 01____.PDF
Approved	Additional Protected Persons Endorsement - Limited -	OG140	7-07	Endorseme New nt/Amendm ent/Condi ons	0.00	OG140____ _2007-07- 01____.PDF

*SERFF Tracking Number:* TRVD-125294915 *State:* Arkansas  
*First Filing Company:* St. Paul Fire and Marine Insurance Company, ... *State Tracking Number:* AR-PC-07-026150  
*Company Tracking Number:* 2007-08-0098-GL  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0000 Other Liability Sub-TOI Combinations  
*Product Name:* Oil & Gas Program  
*Project Name/Number:* Oil & Gas Endorsements Submission/2007-08-0098-GL

Described  
Persons Or  
Organizations For  
Described Written  
Contracts - Oil  
And Gas  
Commercial  
General Liability



**FAILURE TO PURCHASE OR MAINTAIN CONTROL OF WELL COVERAGE  
EXCLUSION ENDORSEMENT -  
OIL AND GAS COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Oil And Gas Commercial General Liability Protection.

---

**How Coverage Is Changed**

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage for injury or damage, pollution clean-up costs, or medical expenses not excluded by any other pollution-related exclusion in or made part of this agreement.

**Failure to purchase or maintain control of well coverage.** We won't cover injury or damage, pollution clean-up costs, or medical expenses that result from pollution at, on, in, or from any well that's out of control if control of well coverage wasn't purchased or maintained by or for you for:

- bodily injury and property damage caused by pollution from that well; and
- the costs and expenses for pollution work that involves pollution from that well.

However, we'll apply this exclusion only if such well is part of any of the following operations, including supporting operations for any of those operations, that are being performed by or for you:

- Drilling or re-drilling of any oil or gas well if the planned drilling fluid weight or fluid density for that well is or exceeds 10.5 pounds per gallon of drilling fluid.
- Drilling or re-drilling of any oil or gas well if the drilling method for that well is or includes any underbalanced-drilling method or producing-while-drilling method.
- Drilling or re-drilling of relief wells.
- Snubbing of any oil or gas well.
- Opening or re-opening of any producing zone for any oil or gas well that is or was in production.
- Opening or re-opening of any plugged or abandoned oil or gas well.
- Any of your oil or gas operations for any well that has, or is planned to have, a hydrogen sulfide level that is or exceeds 10 parts hydrogen sulfide per million parts of natural gas.
- Any other operations described for the Failure To Purchase Or Maintain Control Of Well Coverage Exclusion Endorsement in the Coverage Summary.

*Well that's out of control* means any well that has an uncontrolled flow of oil, gas, water, drilling fluid, or any other substance.

*Control of well coverage wasn't purchased or maintained by or for you* means:

- control of well coverage wasn't purchased by you, by the operator of the well, or by anyone acting on your or such operator's behalf; or
- control of well coverage was purchased by you, by the operator of the well, or by anyone acting on your or such operator's behalf, but isn't in effect when the event happens that causes the pollution at, on, in, or from the well that's out of control.

*Underbalanced-drilling method* means any method of drilling in which the driller intentionally allows pressure exerted by the drilling fluid column in the bore of the well to be less than the pressure exerted by the surrounding earth.

*Producing-while-drilling method* means any method of drilling in which the driller intentionally allows formation fluids to enter the bore of the well and then to flow to the surface during the drilling process.

*Relief well* means any well drilled for the purpose of controlling a well that's out of control.

*Snubbing* means putting drillpipe, casing, or tubing into the bore of the well when any blowout preventer for such well is closed and pressure in such well is contained.

**Other Terms**

All other terms of your policy remain the same.

## MARITIME OPERATIONS ENDORSEMENT - OIL AND GAS COMMERCIAL GENERAL LIABILITY

This endorsement changes your Oil And Gas Commercial General Liability Protection.

---

### How Coverage Is Changed

There are three changes that are explained below.

1. The Water site or location exclusion is deleted. This change broadens coverage.
2. The following replaces the Watercraft exclusion. This change broadens coverage.

**Watercraft.** We won't cover bodily injury, property damage, pollution clean-up costs, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage sustained by others if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, use, or operation of a watercraft; and
- was made before the bodily injury or property damage happens.

Nor will we apply this exclusion to premises damage.

Also, we won't apply this exclusion to:

- bodily injury, property damage, pollution clean-up costs, or medical expenses that result from any watercraft while ashore on a premises

that you rent or lease from others, or own;

- bodily injury, property damage, pollution clean-up costs you're legally required to pay, or medical expenses that result from any watercraft that's not owned by any protected person, if the watercraft is chartered by you with a helmsman and isn't being used by any protected person to carry persons or property for a charge;
- bodily injury, property damage, pollution clean-up costs you're legally required to pay, or medical expenses that result from the operation of specialized equipment; or
- bodily injury, property damage, pollution clean-up costs you're legally required to pay, or medical expenses that result from the operation of well-drilling, well-servicing, or well-workover equipment or machinery attached to, or part of, any watercraft.

3. The following is added to the Who Is Protected For Injury Or Damage section. This change broadens coverage.

**In rem.** The following watercraft is a protected person only for a claim or suit for covered bodily injury or property damage made or brought in rem against such watercraft and only to the extent that claim or suit seeks damages such watercraft is legally required to pay:

Any watercraft that's not owned by any protected person, if the watercraft is chartered by you with a helmsman and isn't being used by any protected person to carry persons or property for a charge.

### Other Terms

All other terms of your policy remain the same.



**MARITIME OPERATIONS ENDORSEMENT -  
INCLUDING DESCRIBED OWNED OR CHARTERED WATERCRAFT -  
OIL AND GAS COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Oil And Gas Commercial General Liability Protection.

---

**How Coverage Is Changed**

There are four changes that are explained below.

1. The Water site or location exclusion is deleted. This change broadens coverage.
2. The following replaces the Watercraft exclusion. This change broadens coverage.

**Watercraft.** We won't cover bodily injury, property damage, pollution clean-up costs, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others; of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage sustained by others if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, use, or operation of a watercraft; and
- was made before the bodily injury or property damage happens.

Nor will we apply this exclusion to premises damage.

Also, we won't apply this exclusion to:

- bodily injury, property damage, pollution clean-up costs, or medical expenses that result from any watercraft while ashore on a premises that you rent or lease from others, or own;

- bodily injury, property damage, pollution clean-up costs you're legally required to pay, or medical expenses that result from any watercraft that's not owned by any protected person, if the watercraft is chartered by you with a helmsman and isn't being used by any protected person to carry persons or property for a charge;
- bodily injury, property damage, pollution clean-up costs you're legally required to pay, or medical expenses that result from the use of any watercraft that's described for the Maritime Operations Endorsement - Including Described Owned Or Chartered Watercraft in the Coverage Summary;
- bodily injury, property damage, pollution clean-up costs you're legally required to pay, or medical expenses that result from the operation of specialized equipment; or
- bodily injury, property damage, pollution clean-up costs you're legally required to pay, or medical expenses that result from the operation of well-drilling, well-servicing, or well-workover equipment or machinery attached to, or part of, any watercraft.

3. The following is added to the Who Is Protected For Injury Or Damage section. This change broadens coverage.

**In rem.** Any of the following watercraft is a protected person only for a claim or suit for covered bodily injury or property damage made or brought in rem against such watercraft and only to the extent that claim or suit seeks damages such watercraft is legally required to pay:

- Any watercraft that's described for the Maritime Operations Endorsement - Including Described Owned Or Chartered Watercraft in the Coverage Summary.
- Any watercraft that's not owned by any protected person, if the watercraft

is chartered by you with a helmsman and isn't being used by any protected person to carry persons or property for a charge.

4. The following is added to the Who Is Protected For Pollution Clean-Up Costs section. This change broadens coverage.

**In rem.** Any watercraft that's described for the Maritime Operations Endorsement - Including Described Owned Or Chartered Watercraft in the Coverage Summary is a protected person only for a claim or suit for covered pollution clean-up costs

made or brought in rem against such watercraft and only to the extent that claim or suit seeks pollution clean-up costs such watercraft is legally required to pay. That watercraft is protected for such pollution clean-up costs it is legally required to pay as if that watercraft were you.

#### **Other Terms**

All other terms of your policy remain the same.

**PERSONS OR ORGANIZATIONS PROTECTED ONLY  
FOR DESCRIBED OIL OR GAS WELLS LIMITATION ENDORSEMENT -  
OIL AND GAS COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Oil And Gas  
Commercial General Liability Protection.

---

**Described oil or gas well limited protected person    Described oil or gas well**

---

**How Coverage Is Changed**

There are two changes which are explained below. These changes limit coverage for certain persons or organizations.

1. The following is added to the Who Is Protected For Injury Or Damage section.

However, if you're:

- shown in the Introduction as a named insured; and

- shown as a described oil or gas well limited protected person in the Persons Or Organizations Protected Only For Described Oil Or Gas Wells Limitation Endorsement;

you're a protected person only for injury or damage that results from the ownership, maintenance, or operation of any described oil or gas well shown for you in that endorsement.

---

**Name of Insured**

**Policy Number**

**Effective Date**

**Processing Date**

---

In addition, if any other person or organization qualifies as a protected person for injury or damage:

- under the Individual, Partnership or joint venture, Limited liability company, Trust, Corporation or other organization, Employees and volunteer workers, or Newly acquired or formed organizations section; or
- under any additional protected persons endorsement added to this agreement;

only because of that person's or organization's relationship with such described oil or gas well limited protected person, that person or organization is a protected person for that injury or damage only if it results from the ownership, maintenance, or operation of such described oil or gas well.

2. The following is added to the Who Is Protected For Pollution Clean-up Costs section.

However, if you're shown:

- in the Introduction as a named insured; and
- as a described oil or gas well limited protected person in the Persons Or

#### Organizations Protected Only For Described Oil Or Gas Wells Limitation Endorsement;

you are a protected person only for pollution clean-up costs that result from the ownership, maintenance, or operation of any described oil or gas well shown for you in that endorsement.

In addition, if any other person or organization qualifies as a protected person for pollution clean-up costs under any additional protected persons endorsement added to this agreement only because of that person's or organization's relationship with such described oil or gas well limited protected person, that person or organization is a protected person for those pollution clean-up costs only if they result from the ownership, maintenance, or operation of such described oil or gas well.

#### Other Terms

All other terms of your policy remain the same.

**OIL AND GAS COMMERCIAL GENERAL LIABILITY DEDUCTIBLES  
ENDORSEMENT - DEDUCTIBLES APPLY TO DAMAGES, POLLUTION  
CLEAN-UP COSTS, AND DEFENSE EXPENSES OR MEDICAL  
EXPENSES - CERTAIN LIMITS ARE REDUCED BY DEDUCTIBLE  
AMOUNTS OTHER THAN DEFENSE EXPENSES**

This endorsement changes your Oil And Gas  
Commercial General Liability Protection.

**Important note:** This endorsement makes you responsible for paying damages, pollution clean-up costs, and defense expenses, or medical expenses within the deductibles that apply and reduces the applicable each event or each person limit of coverage by the amount of damages and pollution clean-up costs, or medical expenses within the deductibles that apply.

---

**Deductibles Table**

*Only those deductibles for which amounts are shown apply.*

---

Each event deductible for bodily injury that doesn't result from your products or your completed work.

Each event deductible for property damage and pollution clean-up costs that don't result from your products or your completed work.

Each event deductible for bodily injury and property damage and pollution clean-up costs that don't result from your products or your completed work.

Each event deductible for bodily injury that results from your products or your completed work.

Each event deductible for property damage and pollution clean-up costs that result from your products or your completed work.

Each event deductible for bodily injury and property damage and pollution clean-up costs that result from your products or your completed work.

Medical expenses each person deductible.

Personal injury each person deductible.

Advertising injury each person deductible.

Total deductible.

---

**Important note:** If no amount is shown above for the total deductible, the total deductible doesn't apply, and you'll be responsible for paying all applicable deductibles without further limitation, regardless of how often they apply.

---

---

**Name of Insured**

**Policy Number**

**Effective Date**

**Processing Date**

---

## How Coverage Is Changed

There are two changes that are explained below.

1. The following section is added. This change adds one or more deductibles to be paid by you.

### Deductibles

The deductibles shown in the Deductibles Table and the information contained in this section fix the amount of damages, pollution clean-up costs, or defense expenses incurred by or for you or any other protected person, or medical expenses, that you'll be responsible for paying, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

The deductibles won't apply to the payments we make under the Additional payments section, other than payments we make for defense expenses.

*Defense expenses* means any of the following fees, costs, or expenses that result directly from the investigation, defense, or appeal of a specific claim or suit:

- Fees, costs, or expenses of hired or appointed attorneys.
- The costs of the proceedings involved in the suit, including court reporter's, arbitrator's, or mediator's fees.
- Independent expert's or special investigator's fees, costs, or expenses.
- Independent vendor's fees, costs, or expenses related to medical or vocational rehabilitation.

But we won't consider any of the following to be defense expenses:

- Our expenses, including salaries, wages, or travel expenses of our employees, other than fees, costs, or expenses incurred by attorneys employed by us in connection with a specific claim or suit.
- Fees, costs, or expenses of independent adjusters or attorneys for adjusting claims.
- Fees, costs, or expenses for coverage opinions.
- Payments we make under the Right to appeal a judgment section.

- Our recovery expenses as explained in the Recovering Damages From A Third Party section in your General Rules, which is a part of your policy.

**Your repayment of deductibles we pay for damages, pollution clean-up costs other than amounts you voluntarily incur for pollution clean-up costs, and defense expenses.** If we settle a claim or suit for damages or pollution clean-up costs, or pay a judgment for damages or pollution clean-up costs awarded in a suit, that are subject to a deductible, we'll pay the deductible as part of the settlement or judgment, unless you and we agree to do otherwise. You agree to repay us the deductible amount as soon as we notify you of our payment.

Also, if we pay defense expenses that are subject to a deductible, you agree to repay us that amount as soon as we notify you of our payment.

**Your payment of deductibles for medical expenses and for amounts you voluntarily incur for pollution clean-up cost.** You'll pay:

- covered medical expenses; and
- amounts you voluntarily incur for covered pollution clean-up costs; that are within the deductible that applies. We'll then pay any such remaining medical expenses or amounts up to the limit of coverage that applies.

**Each event deductible for bodily injury that doesn't result from your products or your completed work.** You'll be responsible for the amount of damages and defense expenses within this deductible for all covered bodily injury that:

- is caused by any one event; and
- doesn't result from your products or your completed work.

This deductible is reduced by the amount of any medical expenses each person deductible paid by you for bodily injury that's caused by such event.

**Each event deductible for property damage and pollution clean-up costs that don't result from your products or your completed work.** You'll be responsible for the amount of damages and defense expenses within this deductible for:

- all covered property damage that is caused by any one event and doesn't result from your products or your completed work; and

- all covered pollution clean-up costs that result from any one sudden and accidental pollution incident and don't result from your completed work.

**Each event deductible for bodily injury and property damage and pollution clean-up costs that don't result from your products or your completed work.** You'll be responsible for the amount of damages and defense expenses within this deductible for:

- all covered bodily injury and property damage that is caused by any one event and doesn't result from your products or your completed work; and
- all covered pollution clean-up costs that result from any one sudden and accidental pollution incident and don't result from your completed work.

This deductible is reduced by the amount of any medical expenses each person deductible paid by you for bodily injury that's caused by such event.

**Each event deductible for bodily injury that results from your products or your completed work.** You'll be responsible for the amount of damages and defense expenses within this deductible for all covered bodily injury that:

- is caused by any one event; and
- results from your products or your completed work.

**Each event deductible for property damage and pollution clean-up costs that result from your products or your completed work.** You'll be responsible for the amount of damages and defense expenses within this deductible for:

- all covered property damage that is caused by any one event and results from your products or your completed work; and
- all covered pollution clean-up costs that result from any one sudden and accidental pollution incident and result from your completed work.

**Each event deductible for bodily injury and property damage and pollution clean-up costs that result from your products or your completed work.** You'll be responsible for the amount of damages and defense expenses within this deductible for:

- all covered bodily injury and property damage that is caused by any one event and results from your products or your completed work; and

- all covered pollution clean-up costs that result from any one sudden and accidental pollution incident and result from your completed work.

**Medical expenses each person deductible.**

You'll be responsible for the amount of medical expenses within this deductible for all covered medical expenses that are incurred for bodily injury which:

- is sustained by any one person; and
- is caused by any one event.

However, we won't apply this deductible to:

- medical expenses that are damages for bodily injury covered under the Bodily injury and property damage liability section of this agreement; or
- medical expenses that are pollution clean-up costs covered under the Pollution clean-up costs section of this agreement.

**Personal injury each person deductible.**

You'll be responsible for the amount of damages and defense expenses within this deductible for all covered personal injury that:

- is sustained by any one person or organization; and
- is caused by all personal injury offenses committed in a policy year.

**Advertising injury each person deductible.**

You'll be responsible for the amount of damages and defense expenses within this deductible for all covered advertising injury that:

- is sustained by any one person or organization; and
- is caused by all advertising injury offenses committed in a policy year.

**Total deductible.** This amount is the most you'll be responsible for paying for the combined total of:

- all each event deductibles for all covered bodily injury that happens in a policy year;
- all each event deductibles for all covered property damage that happens in a policy year and for all covered pollution clean-up costs that result from all sudden and accidental pollution incidents which begin in a policy year;
- all medical expenses each person deductibles for all covered medical expenses that are incurred for bodily

injury which is caused by all events that begin in a policy year;

- all personal injury each person deductibles for all covered personal injury that's caused by all personal injury offenses committed in a policy year; and
- all advertising injury each person deductibles for all covered advertising injury that's caused by all advertising injury offenses committed in a policy year.

If no amount for the total deductible is shown in the Deductibles Table, the total deductible doesn't apply, and you'll be responsible for paying all applicable deductibles without further limitation, regardless of how often they apply.

2. The following is added to the Limits Of Coverage section. This change explains how the limits of coverage apply when a deductible applies.

The limits of coverage shown in the Coverage Summary, other than the general total limit and the products and completed work total limit, are reduced by payment of damages and pollution clean-up costs, or medical expenses within all applicable deductible amounts.

### **Other Terms**

All other terms of your policy remain the same.



**POLLUTION BODILY INJURY OR PROPERTY DAMAGE THAT RESULTS FROM YOUR PRODUCTS OR COMPLETED WORK EXCLUSION  
ENDORSEMENT - LIMITED EXCEPTION FOR SUDDEN AND ACCIDENTAL POLLUTION INCIDENTS APPLIES -  
OIL AND GAS COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Oil And Gas Commercial General Liability Protection.

---

**How Coverage Is Changed**

The following is added the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

**Pollution bodily injury or property damage that results from your products or completed work.** We won't cover bodily injury or property damage that results from pollution at, on, in, or from your products or your completed work.

But we won't apply this exclusion to bodily injury or property damage that results from a sudden and accidental pollution incident which:

- begins while this agreement is in effect;
- doesn't result from waste products or completed work;
- doesn't result from pollution work by or for any protected person or others that's completed, other than pollution work

that's completed for which the pollution clean-up costs are covered under the Pollution clean-up costs section of this agreement; and

- doesn't result from any intentional and willful violation of any governmental law by you or anyone acting on your behalf.

We'll consider all bodily injury and property damage that results from a sudden and accidental pollution incident to happen at the time the sudden and accidental pollution incident begins, regardless of when such bodily injury and property damage actually happens.

**Other Terms**

All other terms of our policy remain the same.

## NONCUMULATION OF EACH EVENT LIMIT ENDORSEMENT - OIL AND GAS COMMERCIAL GENERAL LIABILITY

This endorsement changes your Oil And Gas Commercial General Liability Protection.

---

### How Coverage Is Changed

There are two changes that are explained below. These changes limit coverage for bodily injury or property damage caused by any one event if any of it is considered to be covered by a prior or future policy issued to you by us or any of our affiliated insurance companies because of a continuous, multiple, or other coverage trigger required under the law that applies.

1. The following is added to the Each event limit section.

*Noncumulation of each event limit.* If any one event causes:

- bodily injury or property damage covered by this agreement; and
- bodily injury or property damage covered by general liability coverage included in one or more prior or future policies issued to you by us or any of our affiliated insurance companies;

this agreement's each event limit also will be reduced by the amount of each payment of damages made by us or any of our affiliated insurance companies for bodily injury or property damage covered by general liability coverage under each such other policy.

2. The following replaces the definition of other insurance in the Other Insurance section, but only for this endorsement.

*Other insurance* means insurance, or the funding of losses, that's provided by or through:

- another insurance company;
- us or any of our affiliated insurance companies, except when the Noncumulation of each event limit section applies;
- any risk retention group;
- any self-insurance method or program, other than any funded by you and over which this agreement applies; or
- any similar risk transfer or risk management method.

However, we won't consider umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the limits of coverage that apply under this agreement to be other insurance.

### Other Terms

All other terms of our policy remain the same.

**SUBSIDENCE OR EARTH MOVEMENT EXCLUSION ENDORSEMENT -  
OIL AND GAS COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Oil And Gas  
Commercial General Liability Protection.

---

**How Coverage Is Changed**

The following is added to the Exclusions -  
What This Agreement Won't Cover section.  
This change excludes coverage.

**Subsidence or earth movement.** We won't  
cover property damage or pollution clean-  
up costs that result from subsidence or  
earth movement caused by your work  
performed below the surface of the  
ground or water bottom.

*Subsidence or earth movement* means the  
caving in, collapsing, compacting,  
consolidating, dropping, eroding, falling  
down, rising, settling, shifting, sinking,  
slipping, tilting or any other similar  
movement of land, earth, or mud.

**Other Terms**

All other terms of our policy remain the  
same.

**ADDITIONAL PROTECTED PERSONS ENDORSEMENT - LIMITED -  
PERSONS OR ORGANIZATIONS REQUIRED BY WRITTEN  
CONTRACT FOR INSURANCE -  
OIL AND GAS COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Oil And Gas Commercial General Liability Protection.

---

**How Coverage Is Changed**

There are three changes that are explained below.

1. The following is added to the Who Is Protected For Injury Or Damage section. This change adds certain protected persons and limits their protection.

**Additional protected persons required by written contract for insurance.** All persons or organizations that you agree in a written contract for insurance to add as additional protected persons under this agreement are protected persons only for covered bodily injury or property damage that results from your work, to which that written contract for insurance applies, for any of those persons or organizations.

However, all persons or organizations that you agree in a written contract for insurance to add as additional protected persons under this agreement are also protected persons for the following bodily injury, property damage, or personal injury, but only if that written contract for insurance specifically requires those persons or organizations to be covered for such bodily injury, property damage, or personal injury:

- Covered personal injury that results from your work, to which such written contract for insurance applies, for any of those persons or organizations.
- Covered bodily injury, property damage, or personal injury that results from the ownership, maintenance, or use of a premises, site, or location, to which such written contract for insurance applies, if that premises, site, or location is owned by, or rented or leased from, any of those persons or organizations and is part of your oil or gas operations at, on, or in any oil or gas lease site.

- Covered bodily injury, property damage, or personal injury that results from your maintenance, operation, or use of machinery or equipment, to which such written contract for insurance applies, if that machinery or equipment is rented or leased from any of those persons or organizations.

But no person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement and that is an architect, engineer, or surveyor is a protected person for bodily injury, property damage, or personal injury that results from the performance of or failure to perform architect, engineer, or surveyor professional services.

In addition, all persons or organizations that you agree in a written contract for insurance to add as additional protected persons under this agreement are protected persons only for the lesser of:

- the limits of coverage required by that written contract for insurance; or
- the limits of coverage available under this agreement.

*Written contract for insurance* means that part of any written contract or agreement in which you agree to purchase or maintain insurance provided by this agreement if such contract or agreement:

- was made before; and
- is in effect when; the event begins or the offense is committed.

*Additional protected person* may also be called an additional insured in the written contract for insurance.

2. The following replaces the fifth paragraph of the Pollution injury or damage exclusion, but only for this

endorsement. This change excludes coverage.

Also, we won't apply this exclusion to bodily injury or property damage that results from a sudden and accidental pollution incident which:

- begins while this agreement is in effect;
- takes place at, on, in, or from a protected person's premises or a protected person's work site, other than a waste site;
- doesn't result from pollution work by or for any protected person or others, other than pollution work for which the pollution clean-up costs are covered under the Pollution clean-up costs section of this agreement; and
- doesn't result from any intentional and willful violation of any governmental law, regulation, or rule by you, any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement, or anyone acting on your or that person's or organization's behalf.

3. The following replaces the third paragraph of the Primary or excess other insurance section, but only for this endorsement. This change limits coverage for certain additional protected persons.

We'll also apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide coverage for any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement. However, if you specifically agree in that written contract for insurance that this insurance must be primary to, or non-contributory with, other insurance issued directly to that person or organization, we'll apply this agreement as primary insurance for damages for injury or damage covered by the Additional Protected Persons Endorsement - Limited - Persons Or Organizations Required By Written Contract For Insurance that are incurred by that person or organization, and we won't share those damages with that other insurance. But we'll still apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide control of well pollution bodily injury or property damage coverage and apply to those damages.

#### **Other Terms**

All other terms of your policy remain the same.

**ADDITIONAL PROTECTED PERSONS ENDORSEMENT - LIMITED -  
DESCRIBED PERSONS OR ORGANIZATIONS -  
OIL AND GAS COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Oil And Gas Commercial General Liability Protection.

---

**How Coverage Is Changed**

There are three changes that are explained below.

1. The following is added to the Who Is Protected For Injury Or Damage section. This change adds certain protected persons and limits their protection.

**Described additional protected persons.** The person or organization shown in the Coverage Summary as an additional protected person for the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations is a protected person only for covered bodily injury or property damage that results from:

- your work for that person or organization;
- the ownership, maintenance, or use of a premises, site, or location owned by, or rented or leased from, that person or organization, if such premises, site, or location is part of your oil or gas operations at, on, or in any oil or gas lease site; or
- your maintenance, operation, or use of machinery or equipment rented or leased from that person or organization.

However, if you agree in a written contract for insurance to:

- add that person or organization as an additional protected person under this agreement; or
- add that person or organization and other persons or organizations as additional protected persons under this agreement;

all such persons or organizations are also protected persons for the following bodily injury, property damage, or personal injury if that written contract for insurance specifically requires those persons or organizations to be covered for such bodily injury, property damage, or personal injury:

- Covered bodily injury, property damage, or personal injury that results from your work, to which such written contract for insurance applies, for any of those persons or organizations.
- Covered bodily injury, property damage, or personal injury that results from the ownership, maintenance, or use of a premises, site, or location, to which such written contract for insurance applies, if that premises, site, or location is owned by, or rented or leased from, any of those persons or organizations and is part of your oil or gas operations at, on, or in any oil or gas lease site.
- Covered bodily injury, property damage, or personal injury that results from your maintenance, operation, or use of machinery or equipment rented or leased, to which such written contract for insurance applies, if that machinery or equipment is rented or leased from any of those persons or organizations.

But no person or organization that is an architect, engineer, or surveyor is a protected person because of the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations for bodily injury, property damage, or personal injury that results from the performance of or failure to perform architect, engineer, or surveyor professional services.

In addition, if you agree in a written contract for insurance to add the person or organization as an additional protected persons under this agreement, that person or organization is a protected person because of the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations only for the lesser of:

- the limits of coverage required by that written contract for insurance; or
- the limits of coverage available under this agreement.

*Written contract for insurance* means that part of any written contract or agreement in which you agree to purchase or maintain insurance provided by this agreement if such contract or agreement:

- was made before; and
- is in effect when;

the event begins or the offense is committed.

*Additional protected person* may also be called an additional insured in the written contract for insurance.

2. The following replaces the fifth paragraph of the Pollution injury or damage exclusion, but only for this endorsement. This change excludes coverage.

Also, we won't apply this exclusion to bodily injury or property damage that results from a sudden and accidental pollution incident which:

- begins while this agreement is in effect;
- takes place at, on, in, or from a protected person's premises or a protected person's work site, other than a waste site;
- doesn't result from pollution work by or for any protected person or others, other than pollution work for which the pollution clean-up costs are covered under the Pollution clean-up costs section of this agreement; and
- doesn't result from any intentional and willful violation of any governmental law, regulation, or rule by you, any person or organization that is an additional protected person because of the Additional Protected Persons

Endorsement - Limited - Described Persons Or Organizations, or anyone acting on your or that person's or organization's behalf.

3. The following replaces the third paragraph of the Primary or excess other insurance section, but only for this endorsement. This change limits coverage for certain additional protected persons.

We'll also apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide coverage for any person or organization that is an additional protected person because of the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations. However, if you specifically agree in a written contract for insurance that this insurance must be primary to, or non-contributory with, other insurance issued directly to that person or organization, we'll apply this agreement as primary insurance for damages for injury or damage covered by the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations that are incurred by that person or organization, and we won't share those damages with that other insurance. But we'll still apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide control of well pollution bodily injury or property damage coverage and apply to those damages.

#### **Other Terms**

All other terms of your policy remain the same.





those persons or organizations to be covered for such personal injury:

- Covered personal injury that results from your work, to which such described written contract applies, for any of those persons or organizations.
- Covered personal injury that results from the ownership, maintenance, or use of a premises, site, or location, to which such described written contract applies, if that premises, site, or location is owned by, or rented or leased from, any of those persons or organizations and is part of your oil or gas operations at, on, or in any oil or gas lease site.
- Covered personal injury that results from your maintenance, operation, or use of machinery or equipment, to which such described written contract applies, if that machinery or equipment is rented or leased from any of those persons or organizations.

But no person or organization that is an architect, engineer, or surveyor is a protected person because of the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts for bodily injury, property damage, or personal injury that results from the performance of or failure to perform architect, engineer, or surveyor professional services.

In addition, if you agree in the described written contract to add the person or organization as an additional protected persons under this agreement, that person or organization is a protected person because of the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts only for the lesser of:

- the limits of coverage required by that described written contract; or
- the limits of coverage available under this agreement.

*Described written contract* means the written contract or agreement that:

- is shown for that described person or organization in the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts;
- requires you to perform work, requires work to be performed for you, allows you to use a premises, site, or

location, or is for your rental or lease of machinery or equipment; and

- was made before, and is in effect when, the event begins or the offense is committed.

*Additional protected person* may also be called an additional insured in the described written contract.

2. The following replaces the fifth paragraph of the Pollution injury or damage exclusion, but only for this endorsement. This change excludes coverage.

Also, we won't apply this exclusion to bodily injury or property damage that results from a sudden and accidental pollution incident which:

- begins while this agreement is in effect;
- takes place at, on, in, or from a protected person's premises or a protected person's work site, other than a waste site;
- doesn't result from pollution work by or for any protected person or others, other than pollution work for which the pollution clean-up costs are covered under the Pollution clean-up costs section of this agreement; and
- doesn't result from any intentional and willful violation of any governmental law, regulation, or rule by you, any person or organization that is an additional protected person because of the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts, or anyone acting on your or that person's or organization's behalf.

3. The following replaces the third paragraph of the Primary or excess other insurance section, but only for this endorsement. This change limits coverage for certain additional protected persons.

We'll also apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide coverage for any person or organization that is an additional protected person because of the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts. However, if you

specifically agree in the described written contract that this insurance must be primary to, or non-contributory with, other insurance issued directly to that person or organization, we'll apply this agreement as primary insurance for damages for injury or damage covered by the Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts that are incurred by such person or organization, and we won't share those damages with that

other insurance. But we'll still apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide control of well pollution bodily injury or property damage coverage and apply to those damages.

#### **Other Terms**

All other terms of your policy remain the same.

<i>SERFF Tracking Number:</i>	<i>TRVD-125294915</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>St. Paul Fire and Marine Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026150</i>
<i>Company Tracking Number:</i>	<i>2007-08-0098-GL</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Oil &amp; Gas Program</i>		
<i>Project Name/Number:</i>	<i>Oil &amp; Gas Endorsements Submission/2007-08-0098-GL</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125294915 State: Arkansas  
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-026150  
Company Tracking Number: 2007-08-0098-GL  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Oil & Gas Program  
Project Name/Number: Oil & Gas Endorsements Submission/2007-08-0098-GL

## Supporting Document Schedules

	Review Status:	
<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	Approved	11/06/2007

**Comments:**

**Attachments:**

NAIC Transmittal Doc.pdf

NAIC Form Filing Schedule \_Group A States\_.pdf

	Review Status:	
<b>Satisfied -Name:</b> AR Filing Letter	Approved	11/06/2007

**Comments:**

**Attachment:**

2007-08-0098-GL AR Filing Letter.pdf

	Review Status:	
<b>Satisfied -Name:</b> GL Index of Forms	Approved	11/06/2007

**Comments:**

**Attachment:**

2007-08-0098 O&G Combined Forms Index Group A States-GL.pdf

# Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
Travelers	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
St. Paul Fire and Marine Insurance Company	MN	24767	41-0406690	
St. Paul Mercury Insurance Company	MN	24791	41-0881659	
St. Paul Guardian Insurance Company	MN	24775	41-0963301	

<b>5. Company Tracking Number</b>	<b>2007-08-0098-GL</b>
-----------------------------------	------------------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Carol Letendre 385 Washington Street St. Paul, MN 55102	Senior Regulatory Analyst	651-310-7110 800-328-2189, Ext 07110	651-310-4361	cletendr@travelers.com
7. Signature of authorized filer		<i>Carol Letendre</i>		
8. Please print name of authorized filer		Carol Letendre		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0 Commercial Other Liability
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0000 Other Liability Sub-TOI Combinations
<b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title</b> (Marketing title)	Oil and Gas Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: October 22, 2007   Renewal: October 22, 2007
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	September 20, 2007
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	2007-08-0098
------------	--	--------------

<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

Oil and Gas new and revised optional endorsements submission

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

**Check #:** EFT  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>2007-08-0098</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>N/A</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Failure To Purchase Or Maintain Control Of Well Coverage Exclusion Endorsement – Oil and Gas Commercial General Liability	OG069, 6-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	OG069, 3-06	Dept. Filing #: AR-PC-06-019284; Our Co. Filing #: 2006-03-0115
02	Maritime Operations Endorsement - Oil And Gas Commercial General Liability	OG100, 7-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	OG100, 1-04	Our Co. Filing #: 2006-03-0118
03	Maritime Operations Endorsement - Including Described Owned Or Chartered Watercraft - Oil And Gas Commercial General Liability	OG101, 7-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	OG101, 1-04	Our Co. Filing #: 2006-03-0118
04	Persons Or Organizations Protected Only For Described Oil Or Gas Wells Limitation Endorsement - Oil And Gas Commercial General Liability	OG118, 12-06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	OG118, 3-06	Dept. Filing #: AR-PC-06-019284; Our Co. Filing #: 2006-03-0115
05	Oil And Gas Commercial General Liability Deductibles Endorsement - Deductibles Apply To Damages, Pollution Clean-Up Costs, And Defense Expenses Or Medical Expenses - Certain Limits Are Reduced By Deductible Amounts	OG134, 5-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
06	Pollution Bodily Injury Or Property Damage That Results From Your Products Or Completed Work Limitation Endorsement - Limited Exception For Sudden And Accidental Pollution Incidents Applies - Oil And Gas General Liability	OG135, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	

07	Noncumulation Of Each Event Limit Endorsement - Oil And Gas General Liability	OG136, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
08	Subsidence Or Earth Movement Exclusion Endorsement - Oil And Gas Commercial General Liability	OG137, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
09	Additional Protected Persons Endorsement - Limited - Persons Or Organizations Required By Written Contract For Insurance - Oil And Gas Commercial General Liability	OG138, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
10	Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations - Oil And Gas Commercial General Liability	OG139, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
11	Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts - Oil And Gas Commercial General Liability	OG140, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
12	Failure To Purchase Or Maintain Control Of Well Coverage Exclusion Endorsement - Oil And Gas Umbrella Excess Liability	OG564, 6-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	OG564, 3-06	Dept. Filing #: AR-PC-06-019284; Our Co. Filing #: 2006-03-0115
13	Persons Or Organizations Protected Only For Described Oil Or Gas Wells Limitation Endorsement - Oil And Gas Umbrella Excess Liability	OG607, 12-06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	OG607, 3-06	Dept. Filing #: AR-PC-06-019284; Our Co. Filing #: 2006-03-0115
14	Limited Prior Injury Or Damage Coverage Endorsement - Oil And Gas Umbrella Excess Liability	OG608, 9-06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	



15	Pollution Bodily Injury Or Property Damage That Results From Your Products Or Completed Work Limitation Endorsement - Oil And Gas Umbrella Excess Liability	OG618, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
16	Noncumulation Of Each Event Limit Endorsement - Oil And Gas Umbrella Excess Liability	OG619, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
17	Subsidence Or Earth Movement Exclusion Endorsement - Oil And Gas Umbrella Excess Liability	OG620, 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	

Launch Internet Explorer Browser.Ink



**Carol Letendre**  
Senior Regulatory Analyst  
Regulatory Affairs, Business Insurance  
Toll Free: (800) 328-2189 Ext. 07110  
Direct: (651) 310-7110; Fax: (651) 310-4361  
385 Washington Street, 9275-NB14L  
St. Paul, MN 55102  
cletendr@travelers.com

September 20, 2007

Commissioner Julie Benafield Bowman  
Commissioner of Insurance  
State of Arkansas  
1200 West Third Street  
3<sup>rd</sup> and Cross  
Little Rock, AR 72201-1904

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY 3548-24767**  
**ST. PAUL MERCURY INSURANCE COMPANY 3548-24791**  
**ST. PAUL GUARDIAN INSURANCE COMPANY 3548-24775**  
Commercial General Liability Insurance  
Oil and Gas Program  
Various Endorsements Form Submission  
**Our Company Filing Number: 2007-08-0098-GL**

Dear Commissioner:

In compliance with the insurance laws and regulations of your state, we respectfully submit our new and revised Oil and Gas Program endorsements.

This filing consists of various new and revised optional endorsements that will be used with our currently filed forms and rating procedures for our Oil and Gas Program. Please refer to the enclosed Index of Forms for a list of the endorsements being placed on file. We believe these endorsements to be relatively short and comprehensible, not requiring further explanation in memo-type form, but we encourage you to contact us with any questions that may arise. There is no rate impact as a result of this filing.

We plan to implement these changes with respect to policies effective on or after October 22, 2007. Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Yours truly,

Carol Letendre  
Senior Regulatory Analyst  
Regulatory Affairs, Business Insurance  
CL/jrk  
Encl.

**Oil and Gas Program  
General Liability  
Index of Forms**

Form No.	Edition Date	Title	Form Type	Mandatory / Optional	Replaces Form Number	Replaces Edition Date
OG069	6-07	Failure To Purchase Or Maintain Control Of Well Coverage Exclusion Endorsement – Oil and Gas Commercial General Liability	Endorsement	Optional	OG069	3-06
OG100	7-07	Maritime Operations Endorsement - Oil And Gas Commercial General Liability	Endorsement	Optional	OG100	1-04
OG101	7-07	Maritime Operations Endorsement - Including Described Owned Or Chartered Watercraft - Oil And Gas Commercial General Liability	Endorsement	Optional	OG101	1-04
OG118	12-06	Persons Or Organizations Protected Only For Described Oil Or Gas Wells Limitation Endorsement - Oil And Gas Commercial General Liability	Endorsement	Optional	OG118	3-06
OG134	5-07	Oil And Gas Commercial General Liability Deductibles Endorsement - Deductibles Apply To Damages, Pollution Clean-Up Costs, And Defense Expenses Or Medical Expenses - Certain Limits Are Reduced By Deductible Amounts	Endorsement	Optional	New	
OG135	7-07	Pollution Bodily Injury Or Property Damage That Results From Your Products Or Completed Work Limitation Endorsement - Limited Exception For Sudden And Accidental Pollution Incidents Applies - Oil And Gas General Liability	Endorsement	Optional	New	
OG136	7-07	Noncumulation Of Each Event Limit Endorsement - Oil And Gas General Liability	Endorsement	Optional	New	
OG137	7-07	Subsidence Or Earth Movement Exclusion Endorsement - Oil And Gas Commercial General Liability	Endorsement	Optional	New	
OG138	7-07	Additional Protected Persons Endorsement - Limited - Persons Or Organizations Required By Written Contract For Insurance - Oil And Gas Commercial General Liability	Endorsement	Optional	New	
OG139	7-07	Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations - Oil And Gas Commercial General Liability	Endorsement	Optional	New	
OG140	7-07	Additional Protected Persons Endorsement - Limited - Described Persons Or Organizations For Described Written Contracts - Oil And Gas Commercial General Liability	Endorsement	Optional	New	